

REQUEST FOR PROPOSAL



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **July 27, 2005**

RFP Title: **King County Re-Entry Case Management Services**

Requesting Dept./ Div.: **King County Department of Adult & Juvenile Detention –
Community Corrections Division**

RFP Number: **144-06CMB**

Due Date: **August 17, 2006 – no later than 2:00 P.M.**

Buyer: **Cathy M. Betts cathy.betts@metrokc.gov, (206) 263-4267**

There will be no pre-proposal for this RFP.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *King County Re-entry Case Management Services* for the *King County Department of Adult & Juvenile Detention – Community Corrections Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *eight (8) copies* of the proposal response, data or attachments offered, for *nine (9) items* total. The original in both cases shall be noted or stamped "Original".

Questions: Proposers will be required to submit any questions in writing prior to the close of business Monday, August 7, 2006 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy Betts, Buyer cathy.betts@metrokc.gov / *Secondary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov. Questions may also be sent via email to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Adult & Juvenile Detention, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be

negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.

- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP as issued by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

or Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Adult & Juvenile Detention - Community Corrections Division, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the

extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* register with the County via the Procurement website. To register, access "Contact Us" on the left side of the screen, then "Vendor Registration". As this point you will need to submit complete information regarding your company and primary contact, as well as additional information you feel is relevant. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your proposal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By

submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

PART 1 – INTRODUCTION

The King County Department of Adult and Juvenile Detention Community Corrections Division, hereinafter referred to as DAJD/CCD, is issuing this Request for Proposal (RFP). DAJD/CCD seeks applications from qualified and experienced community based agencies to provide Reentry Case Management Services to county designated populations. This RFP is intended to select a provider that will deliver case management services intended to assist general and mentally ill offender populations in King County to achieve successful community reintegration by providing them with opportunities to participate in community based programs and services that increase their chances of attaining and sustaining long-term, livable wage employment and decreases their likelihood of recidivating. The successful applicant is expected to collaborate with other agencies and programs (some agencies will be specified by DAJD/CCD) that offer services to King County offender populations. Funding through this RFP is made available to assist individuals exiting a King County criminal justice institution ("the institution") or an alternative, toward successful reintegration into the community.

A. BACKGROUND

On December 16, 2002, the County Council passed ordinance 2002-0363.2, which established the Community Corrections Division (CCD) within the Department of Adult and Juvenile Detention (DAJD) effective January 1, 2003.

Community Corrections Division Programs and Services include:

Electronic Home Detention (EHD) allows offenders to serve all or some portion of their pre-trial and/or sentenced time at home. Offenders are monitored electronically and are confined to their homes, except when following a set schedule that may include attendance at work, school or treatment. To ensure compliance, the offender is equipped with an electronic bracelet in order to allow monitoring. The program uses an active electronic monitoring system that works with telephones (landline) using computerized random calling to the offender's residence. The Department is immediately alerted if the equipment has been tampered with or the offender is not within the required distance of the monitoring device.

The Work/Education Release Program (WER) is an alcohol and drug free residential program where offenders go to work, school, or treatment during the day and return to a secure facility at night. Offenders who work at night are required to spend the day at the facility. Random drug-screen urinalysis and breathalyzer testing are used to monitor for use of illegal drugs and consumption of alcohol. Offenders are required to pay room and board on a sliding scale based on hourly rate of gross pay. They also pay restitution, child support or court costs as required by the Court. Offenders are involved in a case management process, which directs them to structured programs and/or treatment services.

The Community Center for Alternative Programs (CCAP), formerly Day Reporting, holds offenders accountable to a weekly itinerary directed at involving the offender in a continuum of structured programs. The goal of the CCAP is to assist offenders to change those behaviors that have contributed to their failure to comply with conditions of their sentence. CCAP provides on-site services as well as referral to community based services. Random drug-screen urinalysis and breathalyzer testing is conducted to monitor for use of illegal drugs and/or consumption of alcohol. Offenders receive a preliminary assessment and are scheduled for a variety of programs and services. Programs and services include GED preparation and testing, chemical dependency recovery readiness, on-site Certified Chemical Dependency Treatment Program, drug testing, domestic violence education, Life Skills-to-Work and job search preparedness; Veteran's Programs and other structured programs.

The Community Work Program (CWP) allows the court to sentence offenders to work crews to perform supervised manual labor for various public service agencies. The program is designed to provide a diversion from jail for low-level, low risk offenders and a visible restitution to the community. Offenders are sentenced directly to the CWP and may work off their fines, regain their driver's license or complete the terms of their sentence. CWP projects typically include various types of landscaping, habitat restoration

and invasive species removal. CWP crews function year round and offer services Monday-Saturday, regardless of weather conditions. The offenders are assigned to work seven hours a day three to five days a week, depending on their employment status on a work crew.

The Intake Services Unit (ISU) provides information to the court to expedite the release of appropriate defendants awaiting adjudication or to ensure that offenders are not incarcerated when other appropriate alternatives are available. The program has three (3) components: expanded intake assessment that provides supplemental information to the court system to make better informed decisions regarding detaining or releasing a defendant/offender from jail or placing the individual in an alternative; improving the effectiveness of the Felony Arraignment Notification process; and implementing the Felony Administrative Recognizance Release (FARR) guidelines.

Helping Hands Program (HHP) assists individuals who are court-ordered to perform community service find a site to complete their hours of service. HHP also monitors compliance for cases NOT supervised by the Washington State Department of Corrections (DOC). The program works closely with United Way of King County.

CCD also provides relicensing services to the Court through a contractor.

The Department operates three correctional facilities:

- King County Corrections Facility (KCCF) is located in downtown Seattle. It is a secure detention facility that houses adult offenders;
- Regional Justice Center (RJC) is located in Kent. It is a secure direct supervision model facility that houses adult offenders;
- Juvenile Detention Facility is located in Seattle. It is a secure facility that houses juveniles charged with criminal offenses and non-offenders such as truants, at-risk youth, children in need of services, or dependents.

PART 2 - DEFINITIONS

Alternative(s): Alternatives to confinement managed by the Community Corrections Division (CCD) of the King County Department of Adult and Juvenile Detention (DAJD) which include: Community Center for Alternative Programs (CCAP), Community Work Program (CWP), Electronic Home Detention (EHD), Helping Hands Program (HHP), Work/Education Release (WER) and The Learning Center (TLC).

BA: Booking arrest number (usually 9 digits) assigned by DAJD to each offender under jurisdiction of DAJD. The BA number is unique to each individual jail booking. Thus, an individual with multiple jail bookings will have a different BA number associated with each individual booking.

CCN: Computer Control Number (usually 7 digits) assigned by DAJD to each offender booked into the King County Jail. The CCN is unique to each offender and is permanently assigned to the individual regardless of the number of jail bookings in a person's history. Thus, an individual with multiple jail bookings will retain the same CCN.

Program and service provider(s): Not-for-profit community and/or faith based agencies external to the institution or an alternative. These agencies provide programs and/or services to program participants in the institution or an alternative.

Contract Monitor: Department of Adult and Juvenile Detention, Community Corrections Division Administrator of Reentry & Education Programs and Services who oversees the program. The contract monitor is responsible for ensuring compliance with contractual obligations, authorizes payment, evaluates the program for effectiveness, acts as the designated liaison between DAJD, other King County Departments and the selected agency, etc.

Elements of Reentry: Includes linkage to (1) chemical dependency treatment and mental health services; (2) housing; (3) adult education such as basic literacy, general education diploma preparation, vocational and

technical programs, (4) life skills & workforce development, (5) physical health care; and (6) other social and human services.

Eligibility Criteria: Set of standards that must be met in order for an individual to participate in the program. At a minimum, for an individual to be eligible for this program, they must be incarcerated in the KCCF, RJC or participate in a CCD program/service and is in need of reentry services.

Engagement: As defined by “Core Functions of Social Work Case Management”. For the purposes of this program, the engagement process is defined as outreach, screening, consent (release forms), and initial intake of eligible referrals.

Inter-Professional/Traditional Social Work Case Management: Must include, at a minimum, the following elements: intake/assessment, planning, brokering/linking, advocacy, monitoring/evaluation, discharge planning and continuum of care.

Jail/CCD based agent: Agency personnel stationed in the institution or in CCD and provides services or programs (i.e. instructors, veteran’s counselors, financial specialists, CJ liaisons, etc) to program participant(s) and those who are incarcerated. The Jail/CCD based agent initiates referral(s) for reentry case management services to the selected agency.

Program Components: The program will focus on the reentry needs of both the general and mentally ill population of jail exiters. One component of this program will be services for the general population and another component of this program will be services specifically for the mentally ill population.

Program Participants: King County designated population of persons who have met the eligibility criteria and who are participating in the program.

Reentry Services: Services that encompass the various elements of reentry and that are either provided by the selected agency or a partner in the service network.

Reentry Case Manager: A qualified staff person of the selected agency assigned to this program and dedicated to the provision of extensive case management, linking and engaging the program participant to reentry services (as previously defined). The Reentry Case Manager(s) will be responsible for maintaining a collaborative relationship with selected service providers, making pre-release contact with the program participant, accompanying the program participant to scheduled appointments, and ensuring successful engagement with services.

Referral: When offenders are identified by DAJD staff as in need of reentry services, the offender’s need(s) are documented and then provided to the selected agency for reentry planning and implementation of necessary services, programs, and/or linkage(s) to reentry services.

Sustainable, Livable Employment: Full-time Jobs paying a minimum of \$9.00/hour and is maintained by the program participant for at least 90 days.

The Institution: King County Correctional Facility or Regional Justice Center.

PART 3 – OBJECTIVE / SCOPE OF WORK

A. Overarching Objective:

Reentry Case Management Services (“the program”) is designed to address the need(s) of the “whole person” by providing wrap around services to increase the potential for stability and self-sufficiency of those exiting the institution or an alternative and reintegrating into the community, through comprehensive case management services. An expected outcome of this program is sustainable livable wage employment for the program participant. Studies illustrate that as a result attaining sustainable livable wage employment, those exiting the institution or an alternative become more productive members of society, resulting in a positive impact on recidivism. Consequently, jail and other criminal justice expenditures are reduced.

In an effort to close the gap in services and reduce the no-show rate for offenders who exit criminal justice institutions and are referred to community services, the program will create an infrastructure that supports and directs the exiting offender from the criminal justice institution to engagement with appropriate

community-based services. It is expected that this support system will be effective and user-friendly so that the exiting offender's transition from the institution or an alternative is seamless.

It is not the intent of CCD and this program to establish new reentry/community & human services; rather, the agency's aggregate responsibility will be to assist the exiter with navigating the various systems and existing resources within the King County Criminal Justice System, King County Department of Community and Human Services, King County Department of Adult and Juvenile Detention and the community at large to ensure availability and engagement with appropriate services. Competitive applicants will have experience providing continuum of care services and will present in their response to the RFP plans for how the current infrastructure in place, for both the agency and DAJD/CCD, can effectively and efficiently achieve the objectives of this program.

To achieve effective outcomes through this program and adequately serve this program's vulnerable population, it is required that staff assigned to this program, employ the Traditional Social Work model (strength based or Assertive models), a mix of both Traditional Social Work models, or Inter- Professional Case Management model(s).

The intended population for this program are individuals incarcerated in the institution, or participating in an alternative, and who have been identified by a Jail/CCD based agent to be in need of reentry services. This program will serve two different populations: 1) the general population of offenders exiting the institution or an alternative, and 2) mentally-ill offenders exiting the institution or an alternative.

The mentally-ill offender population is especially vulnerable. Therefore, a proficient understanding and experience with this population is essential to the qualifications and experience of the successful agency selected through this RFP.

Staff assigned to this program, referred to as Reentry Case Managers, will be expected to utilize Traditional Social Work or Inter-Professional Case Management model(s) as referenced above.

The agency and County Contract Monitor will collaboratively develop implement a referral process for this program. For example, Reentry Case Managers are expected to coordinate their schedules with offender release dates in order to meet participants prior to the point of release, whenever possible, or, at a minimum, at the point of release ("at the door" of the institution or an alternative). Post-release, the Reentry Case Manager must accompany the program participant to their scheduled appointments and ensure successful engagement in services.

DAJD/CCD appreciates the likelihood that one agency alone may not be able to satisfy all of the requirements of this program. Therefore, the applicant agency is encouraged to partner with other organizations (that possess specific subject matter expertise) to accomplish the objective/scope of work of the RFP. Where the applicant's qualifications and experience are insufficient, the applicant must provide evidence of partnerships that will remedy that deficit. Evidence may include Letters of Support and Memorandums of Understanding included with the response to the RFP. The agency is encouraged to partner with other organizations, whose mission parallel both the agency's and DAJD/CCD's missions.

The selected agency must conduct an evaluation of outcome(s) of service delivery as outlined in the RFP and will participate in a qualitative and quantitative evaluation conducted external to the agency.

PART 4- SCOPE OF WORK/SERVICE

- A. The agency shall develop and implement, in collaboration with DAJD/CCD, a comprehensive offender reentry program that ensures each referred offender is linked to and engaged in services, with an emphasis on the mental ill offender population and the attainment of sustainable, livable wage employment. Access to the program is coordinated by King County DAJD, or staff persons approved by DAJD and out-stationed at the various DAJD sites (Jail/CCD based agents) through a direct referral process.
- B. The agency will be responsible for receiving referrals from King County DAJD, or staff persons approved by DAJD and out-stationed at the various DAJD sites (Jail/CCD based agents).

- C. Agency staff must receive program participants and coordinate with staff at all three sites (CCD, RJC, KCCF)
- D. County designated DAJD staff or designated provider(s) out-stationed at DAJD sites shall assess the needs of program participants and document their essential reentry services needs in a written referral to the program.
- E. Reentry Case Managers must conduct a comprehensive assessment of program participant's reentry services need(s), if not already conducted by County designated DAJD staff or designated provider(s) out-stationed at DAJD sites.
- F. Reentry Case Managers will be encouraged to conduct supplemental assessments to determine additional support/human and/or reentry service needs not already documented on the referral.
- G. The Reentry Case Manager is required to establish a relationship with each specific agency listed on the referral prior to the participant's release from the institution or an alternative.
- H. Upon release, the reentry Case Manager is required to accompany the client ("meet them at the door of the institution or alternative) to their scheduled appointment(s)/service(s) and ensure the participant is fully engaged with the referred service(s).
- I. The agency is encouraged to establish office space within the Community Corrections Division, pending space availability.
- J. The agency is responsible for managing an "Offender Flex Fund" for miscellaneous fees i.e. driver's license, food/clothing voucher(s), school registration, transportation, etc. CCD will determine parameters on the use of these funds and will monitor expenditures. The agency will be fiscally responsible for recordkeeping and accounting of the Offender Flex Fund.
- K. Either a Traditional Social Work or an Inter-Professional Case Management model must be utilized by staff assigned to the program. It is expected that each participant will be assigned a Reentry Case Manager (selected agency will be responsible for establishing work load standards according to the model used).
- L. The agency assigned to this program shall only have work responsibilities related solely to this program.
- M. The agency shall demonstrate a thorough understanding of the Mental Health component and subsequent requirements (as stated in the Tracking and Reporting Requirements section of the RFP) for this program.
- N. The agency must already have in place or have a develop plan for utilizing a network of community resources and services that includes referrals to other federal, state and community agencies. Agency must have in place a plan to continually develop and sustain these partnerships and collaborative relationships.
 - 1. The agency must be able to demonstrate this is a viable network that is routinely used to assist mentally ill and substance abusing offenders who are exiting the jail.
 - 2. The agency must be able to demonstrate a collaborative working relationship with other community-based agencies that provide employment-related services.
 - 3. The selected agency shall maintain a current list of community resources (name, address and telephone number) and a description of the services each resource provides, and shall document their working relationship with these community resources.
 - 4. The agency must utilize existing designated county resources as "first responders" in the service network, rather than internal agency services or other community-based services.
 - 5. If county designated resources are do not meet the needs of the participant, the agency must develop an alternative plan. If utilization of non-county designated resources is included in the plan; the agency must obtain approval from the referring jail based/CCD agent prior to implementing the alternative plan.
 - 6. Only upon approval by the CCD agent will the selected agency be permitted to utilize non-county designated resources within the agency's existing resource network.

- O. Monitor, track and report monthly on the status of clients. An outcome report, in a format provided or approved by the County, shall be utilized.
- P. The agency shall develop and implement written policy and program procedures.
 - 1. Written procedures shall be established to guide staff in meeting the contractual obligations and the mission of this program.
- Q. The agency shall document all referrals and the outcome of each referral. This documentation includes referrals to the program, to community-based agencies or services where the individual is directed.
 - 1. At a minimum, documentation should include a log with referring agency name/location, contact person at agency, contact person's telephone number and location, purpose of referral, times in/out, outcome, clarifying comments, and next appointments(s)..
 - 2. A log sheet shall be maintained, by the agency, in each participants file to document progress. It shall contain: participant's full name and any alias; CCN/BA number(s) (if applicable), a section for special comments, the participants individual service plan, documentation of the participants' movement through his/her appointments, and certification by staff. The intent of this requirement is to provide a chronological record of the participant's progress.

PART 5 – BUDGET

The budget established for the scope of work as referenced in the RFP shall not exceed \$200,000 county and state (combined) funds. Continued funding beyond 2006 is subject to county budget approval. This contract may be extended for an additional 2 (two) years in one-year increments via amendments to the contract.

A maximum of 5% of the funds may be used for start-up costs related to initiating the program. All costs necessary to establish the program should be included in the budget proposal and clearly marked as such.

A maximum of 5% of the funds shall be used to establish Offender Flex Funds for offender-clients served via the Reentry Case Management Services Program. This Fund is intended for miscellaneous fees such as driver's license, school registration, transportation, etc. The Fund shall not exceed ten thousand dollars (\$10,000), which is 5 % (five percent) of \$200,000 (Two Hundred Thousand Dollars). CCD will monitor expenditures from the Fund and determine parameters on the use of the Fund. The agency will set up a voucher system as the payment method for utilization of the Fund.

PART 6 - PROGRAM DESIGN ELEMENTS:

- A. The design of this program will heavily employ the core functions of Traditional Social Work or Inter-Professional case management models.
- B. The referral process to be designed collaboratively between DAJD/CCD and selected agency.

PART 7 - SPECIAL CONDITIONS

- A. Agency staff that will access the jail on a regular basis must successfully complete DAJD's security background investigation process. This process includes completion of a questionnaire, references, police checks, and fingerprinting (if applicable). (See Attachments A & B)
- B. Agency staff assigned to this program will be required to attend a seven (7) hour training and jail orientation session facilitated by DAJD staff.
- C. Agency staff assigned to this program must participate in Case Management training or demonstrate competency in one of the aforementioned case management models.
- D. Agency staff assigned to this program must be able to immediately become and then demonstrate proficient knowledge of existing King County Department of Community and Human Services (DCHS) resources, processes and programs serving criminal justice populations.
- E. Agency staff assigned to this program must be able to quickly immediately become and then demonstrate proficient knowledge of all offender programs and alternatives within DAJD.

PART 8 - PERFORMANCE MEASURES

Since this program delivers services; performance measurements are outcome based and will be measured by the Contract Monitor (in collaboration with an advisory board).

The minimum number of clients to be served by this program is negotiable during the contract procurement process.

A minimum of 90% client enrollment/engagement in the specific community/human service(s) or program(s) as referred will be expected.

The minimum number of clients expected to have attained sustainable, livable wage employment is negotiable during the contract procurement process.

PART 9 - TRACKING AND REPORTING REQUIREMENTS

- A. The agency is expected to track, document and report the following data elements for each program participant:
 - 1. First, middle, and last name,
 - 2. Date of birth,
 - 3. Gender,
 - 4. Race/ethnicity,
 - 5. Hispanic origin,
 - 6. Social Security Number,
 - 7. Referral source/person,
 - 8. Institution or alternative place of referral (KCCF, RJC, CCAP, WER, EHD, CWP, etc),
 - 9. Booking date, if applicable,
 - 10. Exit or jail release date, if applicable,
 - 11. If exiting the jail, intake completed prior to release? (Y or N),
 - 12. If exiting jail, DSHS/Medicaid application completed prior to release? (Y or N),
 - 13. CCN, and booking arrest (BA) number, if applicable
 - 14. Veteran's status and/or military experience to include evidence if available (DD214)
- B. Track and document each pre-release referred service / program for the participant
- C. Track the number of pre-release contacts with the referred program participant
- D. Track the post-release joint contacts with community service/programs, listing the date and agency where inmate met with community service/program staff in the presence of the reentry case manager
- E. Track and document referred post-release program participant enrollments
- F. Track and document all referred services and or programs participant was successfully linked to or engaged with through the Reentry Case Management Services program
- G. Track and document all unsuccessful linkages or engagements to services and or programs for each participant.
- H. Track and document any additional services that were successfully provided to the participant by non-county designated resources that were not originally indicated on the referral or assessed by County designated DAJD staff or designated provider(s) out-stationed at DAJD sites.
- I. Track and document the number of referred program participants who were arrested on a new charge, using Jail Inmate Locator System (JILS) and/or other Criminal Justice systems.

PART 10 - SELECTION PROCESS AND QUALIFICATION EVALUATION

This section outlines the information necessary to understand the selection process and the documentation required in submitting the agency plan and qualifications for this program.

After reviewing the RFP and subsequent to the question and answer period for the RFP, any agency that believes it has the necessary expertise and experience to successfully fulfill the described Scope of Work can apply for consideration by submitting a Letter of Interest and Statement of Qualifications (as detailed in the Evaluation Criteria section). Those interested parties submitting Letters of Interest and Statement of Qualifications are referred to as "Applicants".

Each Applicant shall submit one (1) Original and eight (8) copies of the following:

- Letter of Interest
- Statement of Qualification as detailed in the Evaluation Criteria Section
- Original list of a minimum of five (5) references
- Original packet of Letters of Support and/or Memorandums of Understanding from partners.

Following receipt of Letters of Interest, Statements of Qualifications, List of References, and packet of Letters of Support and/or Memorandums of Understanding, and at the County's sole discretion, the Selection Committee reserves the right to request additional clarifying information.

Each Applicant's submittal will be evaluated by the Selection Evaluation Committee ("Committee"). Applicants may be requested to make an oral presentation to the Committee as part of the selection process. The Committee will review and evaluate the submittals and oral presentations, using evaluation criteria set forth in this RFP. Applicants will be ranked according to the Evaluation criteria. The Committee may select an agency or agencies based only upon the submittals, or the Committee may choose to interview prior to the final selection. Selected agencies will then be awarded contracts based on the scope of work noted in this RFP. King County reserves the right to reject any and/or all Applicants.

PART 11 – EVALUATION CRITERIA

The criteria below will be used to evaluate Applicants' written submittal of Statement of Qualifications (total points equals 100). Make sure your responses correspond to the appropriate letter/number. Where the applying agency's qualifications and experience are insufficient, the applying agency must demonstrate partnerships that are formed and/or are anticipated to be formed that will satisfy the qualifications and experience necessary for this RFP. Letters of Support and Memorandums of Understanding should be included with the response to the RFP.

- A. **Qualifications and experience (30 points):** The Applicant chosen for this program must have qualifications related to the delivery of programs and services for general and mentally ill populations of ex-offender/offenders and comprehensive case management experience with the same populations.
1. In three (3) pages or less, describe any qualifications the agency and each staff person assigned to this program possesses in the areas of reentry programs and service delivery to general and mentally ill populations of ex-offender/offenders.
 2. In three (3) pages or less, describe any experience the agency and staff persons assigned to this program possess in providing comprehensive case management services to general and mentally ill populations of ex-offender/offenders, particularly with Traditional Social Work or Inter-Professional model(s).
 3. In three (3) pages or less, describe any experience that the agency and staff assigned to this program have in developing and conducting program/project evaluations, including any experience or familiarity with Social Return on Investment, Cost-Benefit Analysis, and recidivism impacts studies.
 4. In three (3) pages or less, describe any other qualifications you feel are relevant to this RFP.

5. Provide resumes for each staff person (if already employed) anticipated to be assigned to this program. Resumes should not exceed three (3) pages each.
- B. **Process Implementation Plan (25 points):** The Applicant chosen for this program must have specific experience related to implementation, delivery and evaluation of reentry programs and services delivered to general and mentally ill populations of ex-offender/offenders and comprehensive case management experience with the same populations.
 1. In five (5) pages or less, describe your plan for the implementation and completion of the Objective/Scope of Work for the RFP, clearly delineating partnerships, necessary tools, tasks, staff, schedule/timeframes, potential clients to be served and cost elements.
 2. Provide two (2) past work products that represent work similar to the Objective or Scope of Work in this RFP.
- C. **Letters of Support and Memorandums of Understanding (10 points)** from collaborators or partners (possessing subject matter expertise) should be included with the response to the RFP.
- D. **Capacity to perform the work (15 points):** In no more than two (2) pages describe your agency's capacity to perform the Scope of Work. Specify the timeline for completion within the budget noted in the RFP with consideration for your agency's current and planned workload and hourly rates of staff.
- E. **References (20 points):** Please provide five (5) references for CCD to contact that represent similar work to the Scope of Work requested in the RFP.
- F. **Oral Interview (additional 15 points):** If an award is not made based solely on the written submittals; interviews may be conducted with the top ranked Applicant or Applicants. If interviews are conducted; the final selection will be based on the combined score of the written evaluations and oral interviews (maximum of 115 points).

PART 12 – Attachments

[Attachment A:](#) DAJD Rolodex/Jems Application for Professionals and Volunteers Form.

[Attachment B:](#) Authorization Form for Criminal History Reference Check

[Attachment C:](#) Monthly Performance Report (Example for content/format).

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application thereof, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any

advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or

7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves

federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any

reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected consultant shall furnish Automobile Liability with a limit of \$1,000,000, and Professional Liability: Errors and Omissions in the amount of \$1,000,000 per claim/Aggregate.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;

- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: <http://metrokc.gov/procurement/forms/eb.aspx>.

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or

portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII – REQUIRED FORMS


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov

SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked “Original.”
- D. Eight (8) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED	
Do Not Delay – Deliver Immediately	
	King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
King County	
Bid No.	RFP 144-06CMB
Bid Title	King County Re-Entry Case Management Services
Due Date	
Vendor	

Attachment A - SAMPLE

**KING COUNTY DEPARTMENT OF ADULT & JUVENILE DETENTION
ROLODEX/JEMS APPLICATION FOR PROFESSIONALS AND VOLUNTEERS**

To be typewritten, printed or handwritten legibly
with blue or black ink.

Date Completed:

Note: Criminal record checks are conducted
on all staff, professional visitors, service
providers and volunteers.

1. Your Full Name (**Please Print Legibly**)

First	Middle	Last
Give any other names (including <u>married</u> , <u>maiden</u> and <u>alias</u>) you have used or have been know by: _____		

2a. Male _____ Female _____ Hair _____ Eyes _____ Height _____ Weight _____

2b. Do you wear glasses? Yes _____ No _____ Occasionally _____

3. Your current address: _____
Street

City State Zip Code

4. Phone Number: Home: (____) ____ - ____ Business: (____) ____ - ____ Ext:

4a. E-mail Address: _____
(Print clearly)

5. Social Security Number: _____ - _____ - _____ U.S. Citizen? Yes _____ No _____

6. Drivers License Number: _____ State: _____

7. Date of Birth: _____
Month Day Year

8. Place of Birth: _____
City State Country

9. What agency/group are you coming in with: _____

Position held within that agency/group _____

Address of agency/group: _____

10. Duties To Be Performed in Jail: _____

11. Jail Access Until: Further notice, or change of / relocation from / termination from / agency
12. Have you worked or volunteered in a Correctional Institution? Yes _____ No _____
If yes, when? _____ What Facility _____
Address of Facility _____
Contact Person & their Phone Number _____
13. Do you have any relationship with an inmate in this jail or in any other jail?
Yes _____ No _____
If Yes, what is that relationship, what institution, and the inmate's full name:

14. Have you ever been arrested? Yes _____ No _____ If yes, explain the charge, the approximate time period the arrest occurred and where it was made. (Exclude Traffic Violations):

15. If a Felony offense, please describe the situation: _____

16. If you have been on parole, probation or community supervision within the **last 2 years**,
a. provide the Community Corrections Office NAME, PHONE NUMBER and ADDRESS:
b. _____

- 17a. Please describe your drug use within the last five years: _____

- 17b. Which of the above drug use occurred within the last two years? _____

- 17c. Please describe your alcohol use within the last two years: _____

18. List the **name, complete address and phone number of two character references (NO RELATIVES)** who have known you for a **least one year**, and who are **not** involved in your organization. **Agency Mental Health Professionals - Case Managers, Social Workers, Counselors - DO NOT need to submit references.** If you are a MHP in private practice, then you **must submit 2 references** as required). All Volunteers and Agency Representatives must submit 2 references or your application will NOT be processed.

a) _____
Last First Middle

Street City

State Zip Relationship Phone

b) _____
Last First Middle

Street City

State Zip Relationship Phone

19. Who should we contact in case of emergency?

NAME: _____

ADDRESS: _____

PHONE: _____

Home

Work

RELATIONSHIP: _____

SIGNATURE OF APPLICANT DATE

SIGNATURE OF GROUP SPONSOR OR SUPERVISOR DATE

RETURN this form when completed and SIGNED by you the applicant and your SPONSOR/SUPERVISOR.

**Department of Adult & Juvenile Detention
King County Jail
500 Fifth Avenue
Seattle, WA 98104
Phone: 206-296-1281
FAX: 206-205-3032**

Attachment B – SAMPLE

Authorization Form for Criminal History Reference Check

As part of the review process of all persons seeking authorization to participate in religious services, alcoholics anonymous, narcotics anonymous, community programs, approved jail visits or professional services with the Department of Adult & Juvenile Detention; a computer based criminal history reference check is completed. Your signature authorizes your criminal history records check and annual reviews. This material is kept confidential within our agency. None of the information is made a matter of public record. In order to gain access to the jail facility this criminal history record check is **mandatory**. Failure to complete this Criminal History Reference Check Form will result in your application for jail access being denied.

IMPORTANT: Please submit a **CLEAR PHOTOCOPY** of your valid picture ID with this application (i.e. WA State ID, WA State Driver's License, Visa, Passport, U.S. Government ID)

Name _____ Alias or Maiden _____
(last) (first) (middle)

Date of Birth _____ Place of Birth _____

Sex _____ Race _____ Height _____ Weight _____ Hair _____ Eyes _____

Driver's License No. _____ Soc. Security No. _____

Have you ever been arrested? YES NO If YES, explain in detail. Write on the back of this page if your need more space. If you are also filling out the JEMS / Rolodex Application Form, *copy your answers to questions 14 – 17c here.*

Signature of Applicant - I authorize my criminal history reference check. _____ Date: _____

WORK: _____ EXT: _____ CELL: _____ HOME: _____
PAGER: _____

OFFICE USE ONLY BELOW THIS LINE

Purpose of CHRC: _____

Return completed form to: ☐ KCCF-Seattle ☐ RJC-Kent ☐ Youth Services ☐ NRF-Shoreline

Application

____ Applicant Picture ID
____ Copy of Applicant SIU
____ Applicant Photo ID Matches JEMS Photo

SIU
____ SEAKING
____ WASIS/NCIC
____ DOL
____ Interstate Identification Index (III)

☐ **CLEARED - Jail Access** Date of CHRC _____ Authorized by _____

☐ **DENIED - Jail Access** Date of CHRC _____ Authorized by _____

Important Information For Filling Out Your Application:

- 1) READ THOROUGHLY AND COMPLETE THIS FORM IN ITS ENTIRETY **BEFORE** SUBMITTING FOR PROCESSING.
- 2) SKIPPING QUESTIONS OR GIVING PARTIAL ANSWERS, **WILL DELAY** PROCESSING OF YOUR APPLICATION.
- 3) IF YOU ARE UNSURE ABOUT A QUESTION, FEEL FREE TO CALL **PROGRAMS OFFICE** AT **(206) 296-1281**
- 4) THE PROCESS, IN ITS ENTIRETY, WILL TAKE ANYWHERE FROM 4 - 8 WEEKS AFTER YOU TURN IN THIS FORM.
- 5) WHEN THE JAIL ACCESS PROCESS (ALSO KNOWN AS THE ROLODEX/JEMS) HAS BEEN COMPLETED, YOU WILL BE REQUIRED TO ATTEND A "JAIL SAFETY AND SECURITY ORIENTATION AND TRAINING" AND JAIL TOUR. AFTERWARDS, YOUR PHOTO IS TAKEN AND YOU ARE ENTERED INTO THE JEMS COMPUTER SYSTEM. YOUR COMPUTER PHOTO IS YOUR ID TO GAIN JAIL ACCESS.
- 6) **ATTACH A PHOTOCOPY OF YOUR WA STATE DRIVER'S LICENSE OR YOUR PASSPORT**
- 7) **HAVE YOUR MANAGER OR GROUP LEADER SIGN YOUR APPLICATION**
- 8) **Return your completed application to:**

**Programs Office
Department of Adult & Juvenile Detention
500 Fifth Avenue
Seattle, WA 98104
Phone: 206-296-1281
FAX: 206-205-3032**

Attachment C – SAMPLE

**Inmate Community Re-entry Program
Performance Activity for the Contract Period**

**Contract Performance
Standard**

Workshop Hours

**Number of Inmates to
complete 1.5 workshop
hours**

**Number of Inmates to
complete 3 workshop
hours**

**Job Placement -
Employed minimum of 7 days after
start date - i.e., 9/23/2002 - 9/30/2002**

90 Day Job Retention

**Educational/Vocational
Placement/Enrollment for
a minimum of 8 weeks**

Inmate Community Re-Entry Program Performance Activity for the Contract Period

Report Period: _____ to _____

Contract Performance Standard	Yearly Plan	Monthly Plan	Actual	YTD Actual
Workshop Hours	_____	_____	_____	_____
Number of Inmates to attend 1.5 workshop hrs	_____	_____	_____	_____
Number of Inmates to attend 3 workshop hrs	_____	_____	_____	_____
Job Placement	_____	_____	_____	_____
90 Day Job Retention	_____	_____	_____	_____
Educational/Vocational Placement/Enrollment	_____	_____	_____	_____

<u>Employment Assistance:</u>	<u>Male</u>	<u>Female</u>
Job Search/Referral	_____	_____
Job Placement	_____	_____
90 Day - Job Retention	_____	_____
Job Upgrades	_____	_____

<u>Educational/Vocational Assistance:</u>	<u>Male</u>	<u>Female</u>
Assessment	_____	_____
Referral	_____	_____
Placement/Enrollment	_____	_____

Inmate Community Re-Entry Program Performance Activity for the Contract Period

Report Period: _____ to _____

Contract Performance Standard	TWELVE Monthly Plan	BOTH JAILS MONTHLY	KCCF JAIL MONTHLY	RJC JAIL MONTHLY
Workshop Hours	_____	_____	_____	_____
Number of Inmates to attend 1.5 workshop hrs	_____	_____	_____	_____
Number of Inmates to attend 3 workshop hrs	_____	_____	_____	_____
Job Placement	_____	_____	_____	_____
90 Day Job Retention	_____	_____	_____	_____
Educational/Vocational Placement/Enrollment	_____	_____	_____	_____

<u>Employment Assistance:</u>	<u>Male</u>	<u>Female</u>
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Job Search/Referral	_____	_____
Job Placement	_____	_____
90 Day - Job Retention	_____	_____
Job Upgrades	_____	_____

<u>Educational/Vocational Assistance:</u>	<u>Male</u>	<u>Female</u>
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Assessment	_____	_____
Referral	_____	_____
Placement/Enrollment	_____	_____